

**MEMORANDUM OF AGREEMENT**

**Between the United States Department of Justice**

**and**

**Prince George's County, Maryland and  
The Prince George's County Police Department**

**January 22, 2004**

<b>I.</b>	<b>INTRODUCTION</b>	<b>1</b>
	A. Background	1
	B. General Provisions	1
	C. Definitions	4
<b>II.</b>	<b>GENERAL POLICY ON RESPONDING TO INCIDENTS INVOLVING MENTALLY ILL PERSONS</b>	<b>6</b>
<b>III.</b>	<b>USE OF FORCE POLICIES</b>	<b>6</b>
	A. General Use of Force Policies	6
	B. Oleoresin Capsicum (OC)	7
<b>IV.</b>	<b>EVALUATION, DOCUMENTATION, AND REVIEW OF USES OF FORCE</b>	<b>8</b>
	A. General Use of Force Incidents	8
	B. Critical Firearms Discharges and Creation of Firearm Discharge Review Board	10
<b>V.</b>	<b>TRAINING</b>	<b>11</b>
	A. Management Oversight	11
	B. Curriculum	12
	C. FTOs	14
<b>VI.</b>	<b>RECEIPT, INVESTIGATION, AND REVIEW OF MISCONDUCT ALLEGATIONS</b>	<b>14</b>
	A. Public Information	14
	B. Filing and Tracking Complaints	15
	C. Investigation of Complaints	16
<b>VII.</b>	<b>MANAGEMENT AND SUPERVISION</b>	<b>18</b>
	A. Early Identification System	18
	B. Oversight	22
	C. Use of Video Cameras	23
<b>VIII.</b>	<b>MONITORING, REPORTING, AND IMPLEMENTATION</b>	<b>24</b>
	A. Independent Monitor	24
	B. Independent Monitor Reports	28
	C. County Reports and Records	29
	D. Implementation	29

Prince George's County Police Department  
Memorandum of Agreement

I. INTRODUCTION

A. Background

1. In July 1999, the Department of Justice initiated an investigation of alleged misconduct by the Canine Section of the Prince George's County Police Department. In October 2000, the Department of Justice initiated an investigation of an alleged pattern or practice of excessive force throughout the Prince George's County Police Department. Both investigations were commenced pursuant to the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141, and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d.

Upon assuming office, County Executive Jack B. Johnson sought to resolve the issues regarding the two Department of Justice investigations. The County Executive met with Department of Justice officials to facilitate Prince George's County's cooperation with the Department of Justice investigations and craft agreements addressing all the parties' concerns. This Agreement, along with the separate Consent Decree regarding the Canine Section investigation, is the result of a cooperative effort which evinces a commitment to constitutional policing on the part of the Department of Justice; Prince George's County, Maryland; and the Prince George's County Police Department.

B. General Provisions

2. The United States and Prince George's County, a chartered governmental corporation in the State of Maryland, share a mutual interest in promoting effective and respectful policing. They join together in entering this Agreement in order to promote police integrity and prevent conduct that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States.
3. This Agreement is effectuated pursuant to the authority granted the Department of Justice under the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141 ("Section 14141"), to seek declaratory or equitable relief

to remedy a pattern or practice of conduct by law enforcement officers that deprives individuals of rights, privileges or immunities secured or protected by the Constitution or laws of the United States.

4. Nothing in this Agreement or the negotiation process shall be construed as an admission or evidence of liability under any federal, state or local law.
5. Neither Prince George's County's entry into this Agreement nor its decision to implement changes to Prince George's County Police Department policies and procedures is an admission by Prince George's County, the Prince George's County Police Department, or any officer or employee of either, that any of them has engaged in any unconstitutional, illegal or otherwise improper activity or conduct, which Prince George's County and the Prince George's County Police Department specifically deny. The Department of Justice has conducted an investigation pursuant to Section 14141 into the Prince George's County Police Department's use of force and related management practices. At the close of the investigation, the Department of Justice determined that the jurisdictional requirements of the statute were sufficiently satisfied to permit the parties to enter into this Agreement. As a result of Prince George's County's and the Prince George's County Police Department's high level of voluntary cooperation and the parties' shared goals and willingness to implement meaningful change without need for litigation, the Department of Justice believes this Agreement, rather than contested litigation, represents the best opportunity to address the Department of Justice's concerns regarding the Prince George's County Police Department's use of force and accountability practices.
6. The parties enter into this settlement jointly for the purpose of avoiding the burdens of litigation, and to support vigorous and constitutional law enforcement. Moreover, joint entry of this Agreement is in the public interest since it provides for expeditious remedial activity, promotes the use of the best available policing practices and procedures, and avoids the diversion of federal and Prince George's County resources to adversarial actions by the parties.
7. Nothing in this Agreement is intended to alter the lawful authority of Prince George's County Police Department officers to use force, effect arrests and file charges, or

otherwise fulfill their law enforcement obligations in a manner consistent with the requirements of the Constitutions and laws of the United States and the State of Maryland, including the Maryland Law Enforcement Officers' Bill of Rights ("LEOBR"), Md. Code Ann., Public Safety §§ 3-101 to - 113 (2003).

8. Nothing in this Agreement is intended to: (a) alter the existing collective bargaining agreements between the County (as defined in paragraph 17 infra) and Police Department employee bargaining units; or (b) impair the collective bargaining rights of employees in those units under state and local law. The parties acknowledge that the County's implementation of this Agreement may require compliance with the consulting process. The County shall comply with any such requirement under its collective bargaining agreements and shall do so with a goal of concluding any such processes in a manner that will permit the County's timely implementation of this Agreement. The County shall give appropriate notice of this Agreement to affected employee bargaining units to allow such processes to begin as to the affected provisions of this Agreement. The County agrees to consult with the United States in regard to the positions it takes in any consulting processes connected with this Agreement.
9. This Agreement shall constitute the entire integrated agreement of the parties. No prior drafts or prior or contemporaneous communications, oral or written, shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding.
10. This Agreement is binding upon the parties hereto, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the parties. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against Prince George's County, the Prince George's County Police Department, or any officer or employee of either, for their conduct or the conduct of Police Department officers; accordingly, it does not alter legal standards governing any such claims. This Agreement does not authorize, nor shall

it be construed to authorize, access to any Prince George's County or Police Department documents, except as expressly provided by this Agreement, by persons or entities other than the United States, Prince George's County, the Prince George's County Police Department and the Monitor.

11. The County agrees to provide necessary support, including financial resources, to the Police Department and the Chief of Police to enable each of them to fulfill their obligations under this Agreement.
12. Prince George's County and the Police Department affirm their commitment to their oath of office to support the Constitution of the United States and the State of Maryland. Prince George's County, by and through its officials, agents, employees, and successors, agrees not to engage in any activity that would constitute a pattern or practice of conduct by law enforcement officers that deprives persons of rights, privileges, or immunities secured or protected by the Constitution or laws of the United States. This paragraph does not apply to the Prince George's County employment policies, practices, or procedures.

C. Definitions

13. The term "actively resisting" means the subject is making physically evasive movements to defeat the officer's attempt at control, including bracing, tensing, pushing, or verbally signaling an intention not to be taken into or retained in custody, provided that the intent to resist has been clearly manifested.
14. The term "BPR" means the Bureau of Professional Responsibility.
15. The term "CCOP" means the Prince George's County Civilian Complaint Oversight Panel.
16. The term "CID" means the Criminal Investigative Division.
17. The term "County" means Prince George's County, Maryland.
18. The term "critical firearm discharge" means each discharge of a firearm by a PGPD officer with the exception of range and training firings and discharges at animals.
19. The term "deadly force" means any use of force likely to cause death or serious physical injury, including, but not